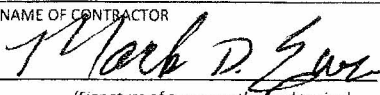
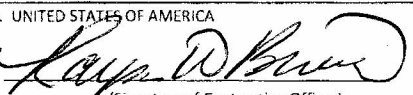


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 136	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-12-013		3. EFFECTIVE DATE April 30, 2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SOL-HQ-12-00003			
5. ISSUED BY SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Mail Code: 3805R Washington, DC 20460		6. ADMINISTERED BY (If other than Item 5) SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Mail Code: 3805R Washington DC 20460					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) INDUSTRIAL ECONOMICS, INCORPORATED 2067 MASSACHUSETTS AVENUE SUITE E CAMBRIDGE MA 02140-1340				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE DUNS: 007977887		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM Block 12	
11. SHIP TO/MARK FOR OSWER/ORCR/PMCAO US Environmental Protection Agency Mail Code: 5305P 1200 Pennsylvania Avenue, N. W. Washington, DC 20460		CODE OSWER/ORCR		12. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Code: D143-02 109 TW Alexander Drive Durham, NC 27711		CODE RTP	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	Economics and Risk analysis staff (ERAS) Analytical Support (EAS) TIN: (b)(4) (see Schedule for details)						
15G. TOTAL AMOUNT OF CONTRACT						\$483,507.39	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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X	C	DESCRIPTION/SPECS./WORK STATEMENT	12-15	X	J	LIST OF ATTACHMENTS	58-136
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or Print) Mark D. Ewen, Principal				20A. NAME OF CONTRACTING OFFICER Rayna D. Brown			
19B. NAME OF CONTRACTOR BY 		19C. DATE SIGNED 4/30/12		20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 4-30-2012	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-W-12-013			PAGE 2	OF 	PAGES 136
NAME OF OFFEROR OR CONTRACTOR INDUSTRIAL ECONOMICS, INCORPORATED							
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)		
0001	Contract Ceiling for Base Period Funding for Base Period: Accounting Info: 12-13-B-31C-302DA1-2585-1231CPP007-001 BFY: 12 EFY: 13 Fund: B Budget Org: 31C Program (PRC): 302DA1 Budget (BOC): 2585 DCN - Line ID: 1231CPP007-001 Funding Flag: Partial Funded: \$131,966.00	5,000	Hours		\$483,507.39		
0002	Contract Ceiling for Option Year 1 – Base Quantity	5,000	Hours		\$497,499.53		
0003	Contract Ceiling for Option Year 2 – Base Quantity	5,000	Hours		\$512,403.61		
0004	Contract Ceiling for Option Year 3 – Base Quantity	5,000	Hours		\$525,920.99		
0005	Contract Ceiling for Option Year 4 – Base Quantity	5,000	Hours		\$540,030.85		
0011	Optional Quantity—Base Year (Option Line Item)	20,000	Hours		\$1,870,745.95		
0012	Optional Quantity—Option Year 1 (Option Line Item)	20,000	Hours		\$1,924,825.17		
0013	Optional Quantity—Option Year 2 (Option Line Item)	20,000	Hours		\$1,982,504.06		
0014	Optional Quantity —Option Year 3 (Option Line Item)	20,000	Hours		\$2,034,602.98		
0015	Optional Quantity—Option Year 4 (Option Line Item) The obligated amount of award: \$ 131,966.00. The total for this award is shown in Box 15G.	20,000	Hours		\$2,089,000.66		

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PART 1 – THE SCHEDULE

SECTION B -- SUPPLIES OR SERVICES/PRICES

B.1 LEVEL OF EFFORT COST-REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government hereby orders 5,000 direct labor hours for the base period, which represents the Government's best estimate of the level of effort to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994) DEVIATION

(a) The contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required

labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment. Within twenty (20) calendar days after receipt of a work assignment, the Contractor shall submit one (1) copies of a work plan to the Project Officer and one (1) copies to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Within thirty (30) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on a work plan within thirty (30) calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within seven (7) days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during

performance of this work assignment or other work related to this site.

B.3 WORK ASSIGNMENTS - COMPLETION FORM

(a) The contractor shall perform work under this segment of the contract as specified in written work assignments issued by the Contracting Officer and designated as "Completion Form" work assignments. The Completion Form work assignment will describe the scope of work by stating a definite goal or target and specifying an end product or products. Work assignments issued under this segment will require the contractor to complete and deliver the specified end product(s) within the negotiated estimated cost of the work assignment as a condition for payment of the entire fee. In the event that work cannot be completed within the estimated cost of the work assignment, the Government may require more effort without increase in any fees, provided the Government increases the estimated cost for the work assignment. Completion form work assignments may also be issued on a fixed price basis.

(b) Each work assignment will include (1) a numerical designation, (2) the period of performance and schedule of deliverables and end products, (3) the scope of work for the work assignment, (4) expenditure limit, and (5) the name and phone number for the assigned Work Assignment Manager (WAM).

(c) The Contractor shall acknowledge receipt of each work assignment issued under this segment by returning a signed copy of the work assignment to the Contracting Officer within five (5) calendar days after its receipt.

(d) The Contractor may start work, as specified in the work assignment form, immediately upon receipt of the work assignment while concurrently preparing a detailed work plan for performance of work under the work assignment, and may work up to the expenditure limit in the work assignment. The Contractor shall submit one (1) copies of a work plan to the Project Officer and one (1) copies to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. The work plan shall be submitted within twenty (20) calendar days following the scoping meeting in the number of copies and to the recipients designated in the work assignment.

(e) At a time and place specified by the Contracting Officer, the parties will negotiate the cost and fees for the work assignment in accordance with the established fee structure. Upon successful completion of negotiations, the Contracting Officer will provide written confirmation of the estimated cost and fees for the work assignment. If the contractor has not received an approval of a work plan within thirty (30) calendar days after submission, the contractor shall stop all work on that work assignment and notify the Contracting Officer, Project Officer, and Work Assignment Manager of that fact in writing. Subsequent to this notice, no work shall be performed without the written authorization of the Contracting Officer.

(f) In the event that the Contracting Officer formally disapproves the work plan, all work under that work assignment shall immediately cease until the problem causing the disapproval is resolved and written approval to proceed is received from the Contracting Officer.

(g) The contractor shall not exceed the expenditure limits and estimated cost for a work assignment without the express approval of the Contracting Officer.

(h) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the contractor shall immediately notify the Contracting Officer.

(i) Within seven (7) calendar days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest (COI) certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

For the categories listed, Other Direct Costs (ODCs) in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Period	Item	Base Amount	Optional Amount
Base Period	Miscellaneous ODCs Travel	(b)(4)	

Option Period 1	Miscellaneous ODCs Travel	(b)(4)
Option Period 2	Miscellaneous ODCs Travel	(b)(4)
Option Period 3	Miscellaneous ODCs Travel	(b)(4)
Option Period 4	Miscellaneous ODCs Travel	(b)(4)

B.5 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

- (a) The estimated cost of this contract is (b)(4)
- (b) The fixed fee is (b)(4)
- (c) The total estimated cost and fixed fee is \$483,507.39.

The maximum potential contract value based on the exercising of all option periods and optional quantities is the following:

- (a) The estimated cost of this contract is (b)(4)
- (b) The fixed fee is (b)(4)
- (c) The total estimated cost and fixed fee is \$12,461,041.19.

B.6 LIMITATION OF FUNDS NOTICE

- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amounts listed in Paragraph (c) below are allotted to cover estimated cost and fixed fee. The amount allotted for costs is estimated to cover the Contractor's performance through April 29, 2013.
- (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause, the Limitation of Cost clause shall become applicable.
- (c) It is the Government's unilateral right to add incremental funding to the contract.
- (d) Recapitulation of Funds:

BASE PERIOD				
CEILING	Allotment	Prior Amount	This Mod	New Amount
	Estimated Cost			(b)(4)
	Fixed Fee			(b)(4)
	Cost Plus Fixed Fee Ceiling			\$483,507.39
FUNDING	Allotment	Prior Amount	This Mod	New Amount
	Estimated Cost			(b)(4)
	Fixed Fee			(b)(4)
	Cost Plus Fixed Fee Funded			\$131,966.00
	Amount Remaining Unfunded			\$351,541.39

B.7 NEGOTIATED FIXED FEES

The following fixed fees have been negotiated and accepted for cost-plus-fixed-fee (CPFF) contract types:

Industrial Economics, Inc. (IEc)

(b)(4)

(b)(4)

B.8 TYPE OF CONTRACT

This is a level of effort (LOE) cost-plus-fixed-fee (CPFF) contract. Work to be performed under this contract shall be specified in work assignments issued pursuant to the procedures described in the Section B clause, Work Assignments.

SECTION C -- DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK—CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Performance Work Statement (PWS) included in Attachment 1. Work will be ordered against the subject PWS through the Contracting Officer's issuance of Work Assignments.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY CONTRACTS

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

- (1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.
- (2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM policies, standards and procedures. The 2100 Series (2100–2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater program IRM requirement. A contractor performing any work related to

collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A—Minimum Set of Data Elements for Groundwater.

(3) EPA computing and telecommunications services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov/etsd/directives.nsf>).

(c) Printed documents. Documents listed in (b)(1) and (b)(2) may be obtained from: U.S. Environmental Protection Agency Office of Administration Facilities Management and Services Division Distribution Section Mail Code: 3204 1200 Pennsylvania Ave., NW., Washington, DC 20460 Phone: (202) 260-5797

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

SECTION D -- PACKAGING AND MARKING

[There are no clauses in this section.]

SECTION E -- INSPECTION AND ACCEPTANCE**E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.246-5	Apr 1984	Inspection of Services—Cost-Reimbursement

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

(X)	Title	Number	Date	Tailoring
X	Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below
X	OSW's Quality Management Plan and EPA's Quality Manual for Environmental Programs (http://www.epa.gov/quality)	N/A	N/A	N/A

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

EPA quality requirements documents may be accessed electronically at:
<http://www.epa.gov/quality/>.

A. Pre-award Documentation:

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

(X)	Documentation	Specifications	Due
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	With offer

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation:

The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

(X)	Documentation	Specifications	Due
X	Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	As stated in Work Assignment

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The Contractor shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

SECTION F -- DELIVERIES OR PERFORMANCE**F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.242-15	Aug 1989	Stop-Work Order – Alternate I (Apr 1984)
EPAAR	1552.211-75	Apr 1984	Working Files
EPAAR	1552.242-71	Oct 2011	Contractor Performance Evaluations

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2 Reports of Work. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

Required reports are:

- Reports of Work (See Attachment 2)
- Other reports TBD at the Work Assignment level

F.3 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from April 30, 2012 until April 29, 2013 exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.245-70	Sep 2009	Government Property

G.2 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

(a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort—Cost-Reimbursement Term Contract.

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) The Contractor shall submit the invoice or request for contract financing payment either in hard copy or electronic format.
 - (1) If submitting electronically, the Contractor shall follow the submission instructions at: <http://www.epa.gov/ocfo/finservices/contracts.htm>. One hard copy and one electronic copy via email of the invoice shall concurrently be sent to the Contract-Level COR.
 - (2) If submitting in hard copy format, the Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract:
 - (i) One original to the EPA Finance Center shown in Block 25 on the cover of the contract; and
 - (ii) One copy to the Contract-Level COR.

- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self designed forms which contain the required information.
- (c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.
- (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.
- (d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.
- (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the Contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses confidential business information (CBI) concerns.
- (e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7,

Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the Contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager	(b)(4)	(b)(4)
Project Manager	(b)(4)	(b)(4)
Project Manager	(b)(4)	(b)(4)
Project Manager	(b)(4)	(b)(4)
Senior Quality Assurance Officer	(b)(4)	(b)(4)
Project Manager	(b)(4)	(b)(4)
Project Manager	(b)(4)	(b)(4)
Senior Engineer	(b)(4)	(b)(4)
Senior Risk Analyst	(b)(4)	(b)(4)
Project Manager	(b)(4)	(b)(4)
Project Manager	(b)(4)	(b)(4)
Project Manager	(b)(4)	(b)(4)

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have

comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

- (a) In accordance with paragraph (d) of the 'Allowable Costs and Payment' clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost Policy and Rate Negotiation Section
Procurement and Contracts Management Division
(PM-214F)
401 M St., S.W.
Washington, D.C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

- (b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

Cost Center:	(b)(4)
Period:	From effective date of the contract until amended
Rate:	(b)(4)
Base:	(b)(4)

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

- (1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.
 - (2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the cost Policy and Rate Negotiation Section.
 - (3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.
- (c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center:	N/A
Period:	N/A
Rate:	N/A
Base:	N/A

G.6 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)

- (a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.

- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
- (5) In connection with Cost Accounting Standards:
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
- (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
- (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
- (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.
- (b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the contracting officer upon execution.
- (c) The FACO for this contract is:

Charles Gourdine
(202) 564-4460
gourdine.charles@epa.gov

G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The following data will be furnished to the Contractor on or about the time indicated:

TBD at the Work Assignment level

G.8 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs) for this contract are as follows:

Primary COR:

Shannon Sturgeon
US EPA Headquarters
1200 Pennsylvania Ave., NW
Mail Code: 530P
Washington, DC 20460
Phone: 703-308-0509
Email: sturgeon.shannon@epa.gov

Alternate COR:

Nicholas Vizzone
US EPA Headquarters
1200 Pennsylvania Ave., NW
Mail Code: 530P
Washington, DC 20460
Phone: 703-308-8460
Email: vizzone.nick@epa.gov

Contracting Office officials responsible for administering this contract are as follows:

Contracting Officer (CO):

Wendy Rizzo
US EPA Headquarters
1200 Pennsylvania Ave., NW
Mail Code: 3805R
Phone: 202-564-1596

Contract Specialist (CS):

Christie Deskiewicz
US EPA Headquarters
1200 Pennsylvania Ave., NW
Mail Code: 3805R
Washington, DC 20460

G.9 AUTHORIZED REPRESENTATIVE OF THE CONTRACT-LEVEL COR

The Work Assignment Manager referenced in the Technical Direction clause, is the individual authorized by the Contracting Officer on an individual Work Assignment to:

- (a) receive Work Assignment deliverables;
- (b) receive copies of monthly progress reports specific to the Work Assignment for which the Work Assignment Manager is authorized;
- (c) attend meetings with the Contract-Level COR and contractor in order to monitor progress of those Work Assignments for which he/she is cognizant; and
- (d) provide technical direction on those Work Assignments subject to the limitations of the Technical Direction clause.

G.10 IDENTIFICATION OF SUBCONTRACTORS

The Contracting Officer has consented to the following subcontractors, in accordance with the Section I clause, Subcontracts (FAR 52.244-2):

<u>Subcontractor</u>	<u>Subcontract Type</u>
(b)(4)	(b)(4)

The aggregate ceiling for subcontracts is (b)(4) The contractor cannot exceed this ceiling without prior consent from the Contracting Officer

G.11 IDENTIFICATION OF CONSULTANTS**Consultant****Hourly Rate**

(b)(4)

(b)(4)

The above listed consultants are not authorized to exceed rates listed above and are not authorized to exceed the aggregate ceiling of (b)(4) established in this contract without prior consent from the Contracting Officer.

G.12 APPROVED PURCHASING SYSTEM

(a) The Contractor [] has [X] does not have an approved purchasing system. The Contractor's purchasing system was approved by N/A dated N/A.

(b) If the Contractor does not have an approved purchasing system as stated in section (a) of this clause, then section (c) of this clause is not applicable.

(c) Notwithstanding the "Subcontracts" clause, if the approval referenced under section (a) of this clause is rescinded or revoked, the Contractor shall notify the Contracting Officer within five (5) business days of receiving notification from the Agency that issued the approval under section (a) of this clause, at which time the Contracting Officer may unilaterally modify section (a) of this clause to indicate the Contractor does not have an approved purchasing system and therefore shall obtain subcontract consent in accordance with the "Subcontracts" clause.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.203-71	Aug 2000	Display of EPA Office of Inspector General Hotline Poster
EPAAR	1552.208-70	Dec 2005	Printing
EPAAR	1552.209-71	May 1994	Organizational Conflicts of Interest Alternate I
EPAAR	1552.209-75	Oct 2005	Annual Certification
EPAAR	1552.211-76	Apr 1984	Legal Analysis
EPAAR	1552.211-78	Apr 1985	Management Consulting Services
EPAAR	1552.211-79	Oct 2000	Compliance with EPA Policies for Information Resources Management
EPAAR	1552.223-71	May 2007	EPA Green Meetings and Conferences
EPAAR	1552.228-70	Oct 2000	Insurance Liability to Third Persons
EPAAR	1552.235-70	Apr 1984	Screening Business Information for Claims of Confidentiality
EPAAR	1552.235-71	Apr 1984	Treatment of Confidential Business Information
EPAAR	1552.235-73	Apr 1996	Access to Federal Insecticide, Fungicide, and Rodenticide Act Confidential Business Information
EPAAR	1552.235-75	Apr 1996	Access to Toxic Substances Control Act Confidential Business Information
EPAAR	1552.235-76	Apr 1996	Treatment of Confidential Business Information (TSCA)
EPAAR	1552.235-77	Dec 1997	Data Security for Federal Insecticide, Fungicide and Rodenticide Act Confidential Business Information
EPAAR	1552.235-78	Dec 1997	Data Security for Toxic Substances Control Act Confidential Business Information
EPAAR	1552.235-79	Apr 1996	Release of Contractor Confidential Business Information
EPAAR	1552.237-74	Apr 1984	Publicity
EPAAR	1552.235-80	Oct 2000	Access to Confidential Business Information
EPAAR	1552.237-75	Apr 1984	Paperwork Reduction Act

**H.2 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73)
(MAY 1994) ALTERNATE I (JUNE 1994) DEVIATION**

- (a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.
- (d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.3 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT)
(EPAAR 1552.209-74) (APR 2004) ALTERNATE V (APR 2004) DEVIATION**

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.
- (c) The Contractor, during the life of this contract, will be ineligible to enter into a contract with EPA to perform response action work (e.g., Response Action Contract (RAC), Emergency and Rapid Response

Services (ERRS), Superfund Technical Assistance and Removal Team (START), and Enforcement Support Services (ESS) contracts), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.4 INSURANCE—LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.5 OPTION TO EXTEND THE TERM OF THE CONTRACT—COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984)

The Government has the option to extend the term of this contract for 4 additional periods. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is 5,000 direct labor hours for each option period. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended to cover the following periods:

<u>Contract Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period 1	April 30, 2013	April 29, 2014
Option Period 2	April 30, 2014	April 29, 2015
Option Period 3	April 30, 2015	April 29, 2016
Option Period 4	April 30, 2016	April 29, 2017

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect new and separate levels of effort as follows:

<u>Contract Period</u>	<u>Estimated LOE (Direct Labor Hours Basic Quantity)</u>
Option Period 1	5,000 direct labor hours
Option Period 2	5,000 direct labor hours

Option Period 3 5,000 direct labor hours

Option Period 4 5,000 direct labor hours

- (c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

<u>Contract Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Option Period 1	(b)(4)	(b)(4)	497,499.53
Option Period 2			512,403.61
Option Period 3			525,920.99
Option Period 4			540,030.85

- (d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

<u>Contract Period</u>	<u>Other Direct Costs (ODCs) – inclusive of travel & miscellaneous ODCs</u>
Option Period 1	(b)(4)
Option Period 2	
Option Period 3	
Option Period 4	

H.6 OPTION FOR INCREASED QUANTITY—COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

- (a) By issuing a contract modification, the Government may increase the estimated level of effort by exercising optional quantities in up to 20 increments of 1,000 hours each per contract period.

<u>Contract Period</u>	<u>Estimated LOE</u>
Base Period	Up to 20,000 direct labor hours (up to 20 increments of 1,000 hours)
Option Period 1	Up to 20,000 direct labor hours (up to 20 increments of 1,000 hours)
Option Period 2	Up to 20,000 direct labor hours (up to 20 increments of 1,000 hours)
Option Period 3	Up to 20,000 direct labor hours (up to 20 increments of 1,000 hours)
Option Period 4	Up to 20,000 direct labor hours (up to 20 increments of 1,000 hours)

The estimated cost and fixed fee of each increment is as follows:

<u>Contract Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	(b)(4)	(b)(4)	93,537.38

Economics and Risk Analysis Staff (ERAS) Analytical Support (EAS)	(b)(4)	(b)(4)	EP-W-12-013
Option Period 1			96,240.73
Option Period 2			99,124.97
Option Period 3			101,729.68
Option Period 4			104,450.37

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.

H.7 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the Contractor are hereby incorporated into and made part of the contract:

<u>Contractor Targets</u>	<u>NAICS Industry Subsector(s)</u>	<u>Dollars</u>	<u>Percentage of Total Contract Value*</u>
Total Prime Contractor Targets (Including joint venture partners and team members)	541620	(b)(4)	(b)(4)

* Based on a percentage for SDB of the total contract dollars

(b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) (b)(4)
- (2)
- (3)
- (4)

The Contractor shall promptly notify the Contracting Officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the Contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

H.8 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

- (a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.
- (b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
- (c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.9 TECHNICAL DIRECTION

- (a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.
- (b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

- (1) Direction to the Contractor which assists the Contractor in accomplishing the Statement of Work.
 - (2) Comments on and approval of reports or other deliverables.
- (d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the 'Changes' clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document. (e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H. 10 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.
- (c) *Employee relationship.*
- (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
 - (2) Rules, regulations, directives, and requirements that are issued by the U.S.

Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

- (d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
 - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
 - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
 - (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
 - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
- (1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
 - (2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation,
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) In the event the notice is inadequate to make a decision, advise the Contractor what

additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.11 SURVEY MANAGEMENT HANDBOOK

This contract will involve statistical surveys, data collection, using questionnaires, or statistical analysis of survey data. In performance of such tasks, the Contractor shall follow the procedures set forth in the EPA's handbook on survey management, which can be found at the following web site: <http://www.epa.gov/oamcinc1/0711333/handbook.pdf>

H. 12 ENVIRONMENTALLY PREFERABLE PRACTICES

The Contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

H. 13 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H. 14 SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE

As concerns any work assignment which requires the Contractor to provide services that involve or relate to the development of regulations, the Contractor shall:

- (a) Submit reports that contain recommendations and that explain and rank policy or action alternatives, if any;

- (b) Describe what procedures were used to arrive at or which support the Contractor's recommendations;
- (c) Summarize the substance of their deliberations;
- (d) Report any dissenting views;
- (e) list sources relied upon; and
- (f) otherwise make clear the methods and considerations upon which the Contractor's recommendations are based.

The Contracting Officer will specify whether this Special Reporting Requirement is applicable to the work encompassed by any particular work assignment.

Source of Reporting Requirement: OFPP Letter 93-1, "Management Oversight of Service Contracting," May 18, 1994

Special Reporting Requirement: Regulatory Assistance (RTP-H-6)

H.15 PEER REVIEWS

Under this contract there are situations where the contractor is required to conduct peer reviews of scientific, technical and economic documents prepared by the Government.

EPA Contractors, not EPA, will (1) exercise sole discretion in selecting the panel experts, (2) pay for such panel members through their own funds either by using in-house experts or by entering into appropriate subcontracting arrangements, and (3) appoint the officials that will exercise control over the panel.

In addition, OAM will contact OGC before issuing work assignments which require Contractors to form or use committees for peer review whenever possible and seek OGC review of associate Federal Register notices, contract work assignments, and other relevant materials.

The requirement for peer reviews are incorporated into the performance work statement (PWS), and as required, work assignments will be issued to the Contractor requiring the contractor to perform peer reviews.

These services shall include the identification of potential peer review experts, and coordination of an independent peer review process for technical analyses. In conducting peer review services, the Contractor shall work from its own pool of scientific and technical experts. However, the contractor shall ensure that all potential reviewers conform to work assignment specifications and adhere to conflict-of-interest limitations. The Contractor shall ensure that all peer review services adhere to the latest Agency guidance for peer reviews: Science Policy Council Handbook – Peer Review, December 2000 (or most recently available edition).

H. 16 PUBLIC COMMUNICATION (RACS-H-96-07)

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, when communicating with outside parties, explain that it is an Agency Contractor.

H. 17 OTHER DIRECT COSTS AND TRAVEL (RACS-H-96-08)

- (1) Other Direct Costs--Other Direct Costs (ODCs) are items which are allowable and allocable direct costs to the contract for which EPA may reimburse the Contractor. ODCs will be treated in accordance with the Clause entitled "Allowable Cost and Payment (FAR 52.216-7)." Such items shall be charged in accordance with the Contractor's established and accepted accounting practices except as stated below.
- (2) Travel--Except as explicitly set forth below, the Contractor shall be reimbursed for allowable and allocable travel costs actually incurred by and paid to the Contractor's employees, provided such costs do not exceed the amount that would be payable to an employee of the Environmental Protection Agency conducting the same travel while on Government business. In determining the dollar value of allowable contractor employee travel costs, the limitation of the Federal Travel Regulations effective on the date of travel will apply to contractor employees to the same extent they apply to Federal Government employees.
- (3) The Contractor may be required to furnish to the Contracting Officer documentary proof of every travel expenditure that exceeds twenty-five dollars (\$25), including receipts for common carrier transportation expenditures. Bona fide lodging receipts may be required to be submitted by the Contractor along with the monthly invoices.
- (4) The Contractor may elect to reimburse its employees for meals and incidental expenses (as defined in the Federal Travel Regulations) on a per diem basis, and the Contractor will be reimbursed for such payments. In no event shall the reimbursement allowed under this provision exceed the standard per diem for meals and incidental expenses allowable under the Federal Travel Regulations.
- (5) To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this

contract when use of such rates results in the lowest overall cost. The Contractor shall submit request, including pertinent information, for specific authorization to use these rates to the Contracting Officer.

H.18 DATA (RACS-H-96-13)

(a) The Contractor hereby agrees to deliver to the Government, as directed in individual work assignments and within the contract period of performance, the following documents:

(1) All originals and copies, and all abstracts or excerpts therefrom, of all information supplied to the Contractor by the Government and specifically designated "Confidential Business Information," pursuant to the contract clause entitled "Treatment of Confidential Information."

(2) All originals and copies, and all abstracts or excerpts there from, of all information collected by the Contractor directly from a business or from a source that represents a business or businesses, such as a trade association, pursuant to the contract clause entitled "Screening Business Information for Claims or Confidentiality."

(3) All originals (if originals are unavailable, copies will be acceptable) of all data, as that term is defined in the contract clause entitled "Rights in Data-General," which is pertinent to support of the Emergency Response Program and has been furnished to the Contractor in performance of this contract. In the event that there is any disagreement as to whether certain data is considered pertinent, the Project Officer shall make the final determination. This determination shall not be subject to the terms of the clause entitled "Disputes" set forth in the contract clauses of this contract.

(4) Copies of all other types of additional data, including but not limited to, reference materials, source lists, field notes, log books, chemical data, maps, and photographs pursuant to the contract clause entitled "Additional Data Requirements."

(b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the Contractor under the FAR contract clause 52.227-16, entitled "Additional Data Requirements," (Section I, by-reference) the Contractor shall, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling and shipping the data requested.

(c) The Contractor shall not be required to turn over or provide to the Government any of the following:

(1) Contractual agreements for supplies or services. (This exclusion does not apply, however, to data resulting from such services.)

(2) Contractor and personnel performance ratings and evaluations.

(3) Data previously developed by parties other than the Contractor which was acquired independently of this contract or acquired by the Contractor prior to this contract under condition restricting the Contractor's right to such data.

(d) Upon receipt of all data provided to the Government by the Contractor under Paragraph (a) above, the Government shall acknowledge in writing to the Contractor the receipt of all confidential or other data.

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.202-1	Jul 2004	Definitions
FAR	52.203-3	Apr 1984	Gratuities
FAR	52.203-5	Apr 1984	Covenant Against Contingent Fees
FAR	52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the
FAR	52.203-7	Oct 2010	Anti-Kickback Procedures
FAR	52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for
FAR	52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal
FAR	52.203-13	Apr 2010	Contractor Code of Business Ethics and Conduct
FAR	52.204-4	May 2011	Printed or copied Double-Sided on Postconsumer
FAR	52.204-7	Apr 2008	Central Contractor Registration
FAR	52.204-10	Jul 2010	Reporting Executive Compensation and First-Tier
FAR	52.209-6	Dec 2010	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.210-1	Apr 2011	Market Research
FAR	52.215-2	Oct 2010	Audit and Records – Negotiation
FAR	52.215-8	Oct 1997	Order of Precedence – Uniform Contract Format
FAR	52.215-15	Oct 2010	Pension Adjustments and Asset Reversions
FAR	52.215-18	Jul 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
FAR	52.215-19	Oct 1997	Notification of Ownership Changes
FAR	52.215-22	Oct 2009	Limitations on Pass-Through Charges Identification of Subcontract Effort
FAR	52.215-23	Oct 2009	Limitations on Pass-Through Charges
FAR	52.216-8	Jun 2011	Fixed Fee
FAR	52.219-4	Jan 2011	Notice Of Price Evaluation Preference For HUBZone
FAR	52.217-17	Oct 1997	Waiver of Facilities Capital Cost of Money
FAR	52.219-8	Jan 2011	Utilization of Small Business Concerns
FAR	52.219-9	Jan 2011	Small Business Subcontracting Plan – Alternate II

FAR	52.219-14	Dec 1996	Limitations on Subcontracting
FAR	52.219-16	Jan 1999	Liquidated Damages – Subcontracting Plan
FAR	52.219-25	Dec 2010	Small Disadvantaged Business Participation Program– Disadvantaged Status and Reporting
FAR	52.219-28	Apr 2009	Post-Award Small Business Program Representation
FAR	52.222-3	Jun 2003	Convict Labor
FAR	52.222-21	Feb 1999	Prohibition of Segregated Facilities
FAR	52.222-26	Mar 2007	Equal Opportunity
FAR	52.222-35	Sep 2010	Equal Opportunity for Special Disabled Veterans,
FAR	52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Sep 2006	Employment Reports on Special Disabled Veterans,
FAR	52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
FAR	52.222-50	Feb 2009	Combating Trafficking in Persons
FAR	52.222-54	Jan 2009	Employment Eligibility Verification
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.223-14	Aug 2003	Toxic Chemical Release Reporting
FAR	52.223-18	Sep 2010	Contractor Policy to Ban Text Messaging While Driving
FAR	52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
FAR	52.223-17	May 2008	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
FAR	52.225-25	Sep 2010	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification
FAR	52.227-1	Jul 1995	Authorization and Consent
FAR	52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-14	Dec 2007	Rights in Data—General
FAR	52.227-14	Dec 2007	Rights in Data—General Alternate II (Jun 1987)
FAR	52.227-14	Dec 2007	Rights in Data—General Alternate III (Jun 1987)
FAR	52.227-16	Jun 1987	Additional Data Requirements
FAR	52.227-17	Dec 2007	Rights in Data—Special Works
FAR	52.230-2	Oct 2010	Cost Accounting Standards
FAR	52.230-3	Oct 2008	Disclosure and Consistency of Cost Accounting
FAR	52.230-6	Jun 2010	Administration of Cost Accounting Standards
FAR	52.232-17	Oct 2010	Interest
FAR	52.232-18	Apr 1984	Availability of Funds
FAR	52.232-20	Apr 1984	Limitation of Cost
FAR	52.232-22	Apr 1984	Limitation of Funds
FAR	52.232-23	Jan 1986	Assignment of Claims
FAR	52.232-25	Feb 2002	Prompt Payment
FAR	52.232-25	Feb 2002	Prompt Payment - Alternate I

FAR	52.232-33	Oct 2003	Payment by Electronic Funds Transfer – Central Contractor Registration
FAR	52.233-1	Jul 2002	Disputes
FAR	52.233-3	Jun 1985	Protest After Award – Alternate I
FAR	52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
FAR	52.237-3	Jan 1991	Continuity of Services
FAR	52.242-1	Apr 1984	Notice of Intent to Disallow Cost
FAR	52.242-3	May 2001	Penalties for Unallowable Costs
FAR	52.242-4	Jan 1997	Certification of Final Indirect Costs
FAR	52.242-13	Jul 1995	Bankruptcy
FAR	52.243-2	Apr 1984	Changes – Cost-Reimbursement – Alternate I
FAR	52.244-6	Dec 2010	Subcontracts for Commercial Items
FAR	52.245-1	Aug 2010	Government Property
FAR	52.245-9	Aug 2010	Use and Charges
FAR	52.246-25	Feb 1997	Limitation of Liability – Services
FAR	52.248-1	Oct 2010	Value Engineering
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement)
FAR	52.249-14	Apr 1984	Excusable Delays
FAR	52.253-1	Jan 1991	Computer Generated Forms

I.2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (JAN 2011)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov/>.
- (b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) (i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.
- (ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

I.3 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (JUN 2011)

(a) Invoicing.

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

- (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -
 - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -
 - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - (C) Direct labor;

- (D) Direct travel;
 - (E) Other direct in-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
- (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (d) *Final indirect cost rates.*
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
 - (2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
 - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

- (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
- (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
- (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the Contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year

(include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
 - (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
 - (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at:
http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
 - (C) Identification of prime contracts under which the Contractor performs as a subcontractor.
 - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
 - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
 - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
 - (G) Management letter from outside CPAs concerning any internal control weaknesses.
 - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
 - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
 - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
 - (K) Federal and State income tax returns.
 - (L) Securities and Exchange Commission 10-K annual report.
 - (M) Minutes from board of directors meetings.
 - (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
 - (O) Contract briefings, which generally include a synopsis of all pertinent contract

provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
 - (A) Determine the amounts due to the Contractor under the contract; and
 - (B) Record this determination in a unilateral modification to the contract.(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -
 - (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's

request, to prevent substantial overpayment or underpayment.

- (f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -
 - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
 - (2) Adjusted for prior overpayments or underpayments.
- (h) *Final payment.*
 - (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
 - (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -
 - (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
 - (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -
 - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
 - (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding,

however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days.

I.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

I.6 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.7 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FAR 52.247-67) (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract there under.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

Administrative Contracting Officer

I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far>

<http://farsite.hill.af.mil/reghtml/regs/other/epaar/1552.htm>

I.9 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.10 SUBCONTRACTS (FAR 52.244-2)(OCT 2010) ALTERNATE I (JUNE 2007)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

All subcontracts are subject to approval by the Contracting Officer

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination —

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

As provided under the "Identification of Subcontractors" clause in Section G of this contract

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

- Attachment 1. Performance Work Statement (PWS)
- Attachment 2. Reports of Work (ROW)
- Attachment 3. Invoice Preparation Instructions
- Attachment 4. Quality Management Plan (QMP)
- Attachment 5. Conflict of Interest (COI) Plan
- Attachment 6. Subcontracting Plan
- Attachment 7. Quality Assurance Surveillance Plan (QASP)

Attachment 1
Performance Work Statement (PWS)

STATEMENT OF WORK

ERAS Analytical Support Contract

For

Economics and Risk Analysis Staff Office of Resource Conservation and Recovery, U.S. EPA

I. INTRODUCTION

This Performance Work Statement (PWS) presents the background, scope of work, and performance requirements expected under the analytical support contract for the Economics and Risk Analysis Staff (ERAS) of the Office of Resource Conservation and Recovery (ORCR, or the Office), U.S. Environmental Protection Agency (EPA). This support contract is necessary for the assessment of potential risks, benefits, costs, economic impacts, and other effects associated with the generation and management of hazardous and non-hazardous solid waste.

The legal authority for the Office to perform work, as required under this contract, is established under the Resource, Conservation, and Recovery Act (RCRA) of 1976 (RCRA, Pub. L. 94-580), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA, Pub. L. 98-616).

EPA has developed and currently manages a broad-scale program designed to ensure that hazardous and non-hazardous solid waste does not pose unacceptable risk to human health and the environment. Within EPA, Office of Solid Waste (OSW) is responsible for overseeing a variety of regulatory and non regulatory activities focused on achieving and maintaining solid waste management safety goals, as established under the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), and the Hazardous and Solid Waste Amendments of 1984 (HSWA). These goals are updated and refined under the Agency's recently released strategic plan: "2003–2008 EPA Strategic Plan: Direction for the Future," and OSW's "Office of Solid Waste Strategic Planning Document: 2003–2008."

Appendix A provides additional background information and a review of general requirements necessary under this contract.

II. GENERAL SCOPE OF WORK

The mission of the United States Environmental Protection Agency (EPA) is to protect human health and the environment. Protecting human health and safeguarding the natural environment requires protection of the air, land, and water upon which all life depends. The mission of the Office of Resource Conservation and Recovery (ORCR) is to encourage land-based practices that help ensure economic and environmental sustainability (a materials-flow approach), safe materials/waste management, and ongoing waste reduction. ORCR's three primary goals are: to promote the conservation of natural resources, to help prevent future contamination problems, and to cleanup existing contamination problems that have resulted from past practices. The technical support requirements for this contract fall within the scope of ORCR's mission and responsibilities, and are designed to help ORCR meet resource conservation, protection, and corrective action (clean-up) goals. As such, the scope of work for this contract is extensive, and includes a wide variety of tasks that require multi-disciplinary and highly specialized expertise.

The scope of work for this contract also includes administrative services necessary to carry out the specific work assignments issued by the Contracting Officer in accordance with the appropriate clause of the schedule entitled, "Work Assignments." These services shall be provided throughout the entire period of performance of this contract.

III. KNOWLEDGE, EXPERTISE, AND EXPERIENCE

The contractor shall possess, and be able to effectively apply, comprehensive knowledge and expertise in all aspects related to the Resource Conservation and Recovery Act (RCRA). The contractor shall also have a working knowledge of, and general experience with, State and local solid and hazardous waste laws and issues. In addition, knowledge of and experience with solid and hazardous waste laws, regulations, and issues in the Organization for Economic Cooperation and Development (OECD) countries is advantageous.

The contractor shall make available an extensive array of technical experts. These experts shall possess an advanced degree and/or working knowledge combined with two or more years of professional¹ experience in the following areas: general macro and micro level economics, environmental economics, econometrics, ecological economics, energy economics, sustainability, materials-flow and materials management, full-cost accounting, sociology, survey science, statistics, and performance assessment/measurement. Experts with formal training and professional experience in the following areas would be considered advantageous to the contract: ecology, environmental engineering, soil science, computer programming, computer system modeling, hydrogeology, database management and data quality objectives, geochemistry, information technology, communications, meeting facilitation, environmental law, and

¹ Payment received for services rendered.

environmental justice/racism. Experts with formal training and/or professional experience in the following areas would also be advantageous: toxicology, microbiology, pharmacokinetics,

chemistry, biochemistry, hydrology, biology, and meteorology.

The contractor shall have the ability to engage in data collection via a variety of outreach mechanisms, including stakeholder meetings. The contractor shall also understand ORCR's peer review requirements and be able to help coordinate the peer review process for risk assessments and cost-benefit analyses. In addition, the contractor shall be certified, or be able to acquire certification, for access to RCRA Confidential Business Information (CBI).

The contractor shall possess the expertise necessary to apply, develop, and/or modify computer-based models designed to assess risks to human health and/or the environment under baseline conditions and alternative options related to the generation and management of hazardous or non hazardous waste. The contractor shall also possess the ability to apply, develop, and/or modify computer-based models designed to assess costs, economic impacts, and benefits associated with regulatory or non regulatory baselines and alternative scenarios. The contractor shall be able to incorporate a materials-flow analytic approach into any economic or risk model.

IV. PERFORMANCE REQUIREMENTS (PRs)

Technical support performance requirements for this contract cover the following specific work areas: 1) data and information collection, analysis, and management, 2) regulatory assessment: costs, benefits, economic, and other impacts, 3) program transformation, evaluation, and support, 4) hazard, exposure, and risk assessment support, and, 5) document preparation. Task two is the primary focus of this contract.

PR Task 1: Data and Information Collection, Analysis, and Management

The contractor shall provide data/information gathering, analysis, and management services under this contract. Data and information collected under this Task shall reflect a quantity and quality sufficient to ensure high quality and defensible technical analyses, program evaluation, and program support needs, as relevant under the scope of this contract. Data and information collected under this Task shall demonstrate a wide range of diverse sources.

The contractor shall provide data management services for all information collected under this contract, as well as support for existing data maintained in EPA databases. The contractor shall provide data entry, reporting, user support, system security, and system testing services. For ongoing projects, the contractor shall be responsible for ensuring that data and data support systems remain current and reflect all reasonably available updates.

Examples of data and information to be collected include: waste management practices (treatment, disposal, recycling), waste management costs, waste minimization methods and costs, waste transport methods and costs, waste characterization information (quantities, types, format, toxicity, etc.), information on treatment, storage, disposal, and recycler facilities, human health and ecological evaluation, chemical hazard identification, toxicity benchmarks, fate and transport of chemicals or waste constituents, facility site assessments, population characterization, ecological exposure information, state and local regulations/requirements, performance measure elements, and materials-flow characterization factors.

The contractor shall have the ability to formulate, structure, and implement data/information collection activities through the application of numerous alternative approaches, or combinations thereof. These shall include electronic Web-based searches; library searches; expert elicitation; the collection; analysis; review; and summary of field data; and statistically viable formal surveys. The contractor shall also be able to provide technical support to EPA in the preparation of Information Collection Requests (ICR) for approval by the Office of Management and Budget.

All aspects of data collection, processing, quality control, and reporting procedures shall be conducted and documented in accordance with industry-accepted guidelines and in accordance with ORCR's Quality Management Plan and EPA's Quality Manual for Environmental Programs (<http://www.epa.gov/quality>).

In the course of collecting first-hand data, the contractor shall inform the data provider that they or their organization may assert RCRA Confidential Business Information (CBI) claims for any and all data to be submitted. Before receiving any CBI, the contractor must: (1) be cleared for RCRA CBI through the RCRA CBI Document Control Officer (DCO); and (2) have their site formally approved for RCRA CBI during an on-site inspection conducted by EPA. The contractor shall maintain a logging system and physical security system for all RCRA CBI received. The contractor shall follow established procedures for transmitting and receiving any and all RCRA CBI material.

PR Task 2: Regulatory Assessment: Costs, Benefits, Economic, and Other Impacts

The contractor shall provide technical support to EPA in the development of methodologies and analytical models for analyzing the costs, benefits, economic impacts, cost-effectiveness, and other impacts of waste-related regulations, policies, and voluntary programs.

- a) Methodology and Model Development: The contractor shall develop methodologies and analytical models that are able to address wide uncertainties in data (or lack of data), are flexible enough to evaluate a variety of regulatory and non-regulatory options, yield results that are representative of the regulated or voluntary universe, and are amenable to a validation or peer review process.

The contractor shall conduct methodology scoping studies, screening analyses, and literature reviews that result in:

- Clarification of major issues;
- Characterization of potential benefits or impacts of a rulemaking, policy, or voluntary initiative (prior to undertaking a comprehensive analysis);
- Identification of sensitive parameters;
- Identification of cross-media (or cross-programmatic) impacts;
- Facilitation of methodologies for comprehensive analyses.

The methodologies and analytical models developed by the contractor can be expected to differ significantly, depending upon the anticipated scope and impacts of the regulation, policy, legislative initiative, or voluntary program. Data availability and the number of regulatory or non-regulatory issues and options may also have a significant impact on the methodology and modeling.

- b) Economic Benefits: The contractor shall assess economic benefits associated with regulatory or voluntary actions within the scope of this contract. This shall include a qualitative, quantitative (where feasible), and monetized (where feasible) assessment. Benefits to be assessed may include, but are not limited to:

- human health benefits,
- ecological benefits,
- benefits associated with resource conservation and recovery,
- amenities benefits,
- non-use benefits, and,
- net societal cost savings.

- c) Costs: The contractor shall assess cost aspects, including direct and indirect, associated with regulatory or voluntary actions to be assessed within the scope of this contract. Costs assessments shall be capable of analyzing:

- baseline costs,
- regulatory compliance or voluntary compliance costs,
- engineering and administrative costs,
- real resource compliance costs,
- government costs,
- social welfare losses,
- transitional costs,
- indirect costs, and,
- social costs.

- d) Economic Impacts: The contractor shall assess economic impacts associated with regulatory or voluntary actions to be assessed within the scope of this contract. Economic impact assessments shall be capable of analyzing:
- production and employment,
 - profitability and plant/company closures,
 - related industries and consumers,
 - impacts on innovation, productivity, and economic growth,
 - impacts on industry competitiveness,
 - impacts on government entities and non-profit organizations,
 - pricing impacts,
 - impacts on imports and/or exports.
- e) Cost-Effectiveness: The contractor shall be capable of assessing cost-effectiveness for all regulatory or voluntary actions within the scope of this contract.
- f) Other Impacts: The contractor shall be capable of assessing other impacts associated with regulatory or voluntary actions within the scope of this contract. These shall cover requirements detailed under all relevant Acts and Executive Orders, including:
- The Regulatory Flexibility Act, as Amended by the Small Business Regulatory Enforcement Fairness Act,
 - Paperwork Reduction Act,
 - Unfunded Mandates Reform Act,
 - Regulatory Planning and Review (Executive Order 12866),
 - Children's Health (Executive Order 13045),
 - Energy Impacts (Executive Order 13211),
 - Environmental Justice (Executive Order 12898),
 - Federalism (Executive Order 13132), and
 - Tribal Governments (Executive Order 13175).
- g) Other Duties: The contractor shall be able to conduct other duties under this Task that are related to the assessment of costs, benefits, and other impacts, as assigned.

The preparation of analyses required under this Task shall currently reflect the most recently available Agency and OMB guidance. These guidance documents include:

- U.S. EPA, Office of the Administrator. *Guidelines for Preparing Economic Analyses*, September 2000. [EPA 240-R-00-003],
- U.S. EPA, *Revised Interim Guidance for EPA Rulewriters: Regulatory Flexibility Act*, as

Amended by the Small Business Regulatory Enforcement Fairness Act, March 29, 1999, and,

- OMB Circular A-4, September 17, 2003
<http://www.whitehouse.gov/omb/circulars/a004/a-4.pdf>

PR Task 3: Program Transformation, Evaluation, and Support

The U.S. EPA Office of Resource Conservation and Recovery (ORCR) is committed to maintaining the existing regulatory structure under RCRA. This structure is designed to ensure that the generation and management of solid waste does not pose unacceptable risk to human health and the environment. However, ORCR recognizes the need to move forward with a more broad-scope materials-flow approach to waste management. In this regard, ORCR has formulated the RCRA 2020 Vision, which calls for a transformation in waste and materials management in the U.S. ORCR has also established performance goals under the Government Performance and Results Act (GPRA) which reflect this Vision. These goals encompass the three main RCRA focus areas: waste minimization/conservation, safe waste management, and corrective action.

The contractor shall provide technical expertise in support of ORCR's RCRA 2020 Vision and the Government Performance and Results Act. This shall include the identification and assessment of environmental indicators and performance measures, as well as analyses of policy options. An environmental indicator is a measurement, statistic, or value that provides a proximate gauge or evidence of the effects of environmental management programs, or of the state or condition of the environment. A performance measure is an assessment tool that contains the following elements: meaningful measurement factors, simple and concise methodology, clear integration with the accepted baseline, link to established goals, and measurement consistency.

The types of indicators to be examined are expected to range from simple administrative through actual goal-by-goal environmentally-based indicators. This project requires extensive expertise and knowledge of the RCRA program and RCRA affected entities (businesses, nongovernmental organizations, associations, etc.). The contractor shall also have a full understanding of the RCRA 2020 Vision and the GPRA program as they relate to both the current and future direction of RCRA. Knowledge of, and experience with, The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) is a plus as many aspects of the RCRA Vision and GPRA sectors and goals are intertwined with programs operating under these authorities.

The contractor shall provide outreach services that assist with the development of waste/materials-flow analyses, as well as related cross-media and cross-program assessments. These services include the coordination and facilitation of roundtable meetings, public meetings, and dialogue sessions with the regulated community and/or their associations, environmental groups, and State, local, and tribal authorities. This shall include all appropriate meeting support services.

The contractor shall provide peer review services. These services shall include the identification of potential peer review experts, and coordination of an independent peer review process for technical analyses. In conducting peer review services, the contractor shall work from its own pool of scientific and technical experts. However, the contractor shall ensure that all potential reviewers conform to work assignment specifications and adhere to conflict-of-interest limitations. The contractor shall ensure that all peer review services adhere to the latest Agency guidance for peer reviews: *Science Policy Council Handbook - Peer Review*, December 2000 (or most recently available edition).

The contractor shall also provide training support services. These shall include the development and/or presentation of training modules related to environmental cost-benefit methodologies and assessments, environmental finance, and risk assessment/modeling analyses.

PR Task 4: Hazard, Exposure, and Risk Assessment Support

The contractor shall conduct ecological and human health risk analyses of waste handling practices and problems relevant to RCRA-managed wastes and other related environmental issues. The contractor shall provide qualitative and quantitative assessments of the potential environmental and human-health impacts associated with actual or future waste management practices using methods and models ranging in complexity from site-specific to national, screening-level to detailed, and single medium to multi-media. These analyses may target plant, industry, local, regional, state, or national sectors. The contractor may be required to review assessments that have been conducted by others. The contractor may also be required to conduct validation and verification studies on existing risk analysis.

To support this task, the contractor may be required to use or update existing risk methods or models or to develop new methods or models that:

- calculate or simulate the release of the contaminant from various waste management operations to different media (e.g., air, soil, surface water, groundwater);
- calculate or simulate fate and transport of contaminants in groundwater, atmosphere, surface water, biological systems, and across the land; and,
- calculate exposure and risk to human and /or ecological receptors.

The contractor shall also provide technical and regulatory support that includes the following:

- support in developing and/or modifying risk assessment models or methods, to include conducting the appropriate testing to ensure the accuracy of the model, method, database, or code;
- support for human and ecological risk characterization that covers a variety of constituents and mixtures, exposure durations, and pathways, to include direct and

indirect exposure pathways, groundwater ingestion; soil ingestion; dermal exposure; inhalation exposure; and food consumption (e.g., fish, beef, dairy products and agricultural crops);

- support in describing the scope of the assessment, express the results clearly, identify the major assumptions and uncertainties, identify reasonable alternative interpretations, and separate scientific conclusions from policy judgments;
- support in developing relative risk estimates (e.g., compare the risk of various treatment and disposal options) related to hazardous waste regulations and non-regulatory alternatives, and;
- support in areas related to identification of waste management practices and operating procedures, and in modification of these practices and procedures as related to change in hazardous waste regulations.

In addition to the above, the contractor may assist in the developing of provisional toxicity benchmarks for constituents or chemicals of concern that do not have a current toxicity value that has been agreed upon by the Agency. This support may include the review, analysis, and preparation of summary reports on human health and ecological toxicological studies (e.g., acute, chronic, subchronic, oral inhalation and ecological toxicity tests, and pharmacokinetics and metabolic studies).

When the contractor is asked to collect, use, develop, evaluate models and information, or to modify any model for risk analysis, the contractor shall develop and submit for review a Quality Assurance Project Plan in accordance with EPA's Quality Management and Information Quality programs.

PR Task 5: Document Preparation

The contractor shall provide technical support for document preparation and revisions covering all tasks in this SOW. The contractor shall ensure that all documents meet the Agency's data quality requirements, are of high final written quality, and are responsive to Contracting Officer Representatives (COR) comments.

All documents prepared under this task shall respond to the issues identified by EPA, and include supporting references and rationale for the recommendations and conclusions given. The contractor shall ensure that all draft and final documents prepared under this contract display technical accuracy, methodical transparency, defensibility, are free of errors (e.g., data entry, methodology), and are editorially correct (e.g., free of typographic and grammatical errors). All supporting information shall be referenced and made available upon request.

The types of documents that shall be prepared may include:

- technical background documents (Regulatory Impact Analyses (RIAs), risk assessments, Information Collection Requests (ICRs), etc.) designed to support ORCR's rulemaking decisions;
- response to comments documents;

- reports, white papers, or special studies regarding waste or related environmental programs;
- technical guidance documents to assist in the implementation of hazardous and non-hazardous waste programs;
- issue papers on human and ecological effects;
- technical materials and appendices that specify detailed information upon which analyses are based;
- assist in preparing draft reports to Congress;
- peer review documents;
- informational reports for public consumption; and,
- user guides or manuals accompanying software products developed.

All documents prepared under this contract shall be available to the Agency in an electronic format compatible with Agency software, currently PDF or Microsoft Office. In all cases, the documents prepared under this contract shall follow the Plain English style, unless stated otherwise.

V. PERFORMANCE STANDARDS

This contract shall be considered a performance-based support tool for the Agency. Performance elements are linked to each PR Task in this Performance Work Statement. Successful accomplishment of all identified Task elements (relevant to each work assignment), at an acceptable performance level, shall justify contractor success and approved advancement to the next performance level, as detailed in the contract instrument.

The contractor shall strive to achieve the following performance standards for each task, unless otherwise stated in the work assignment.

a. Data and Information Collection, Analysis, and Management

- All methodologies used to collect data, including sources of data (published and electronic), shall be clear, transparent, concise yet complete;
- All databases, data analyses, and deliverables prepared under this task shall be statistically accurate, defensible, free of errors (e.g., data entry, methodology), and editorially correct (e.g., free of typographic and grammatical errors);
- All data collected, presented, and used in this task shall be clearly and completely documented;
- All assumptions, limitations, and bases for such assumptions shall be clearly stated;
- All deliverables shall clearly demonstrate consistency within the scope and application of the method(s) identified in the methodology(ies);
- All quality assurance and quality control measures shall adhere to the most recent Agency and OMB Quality Assurance guidelines, and,

- All materials prepared under this Task shall be delivered according to EPA-specified delivery schedules, as defined in the ordering documents.

b. Regulatory Assessment: Costs, Benefits, Economic, and Other Impacts

- All regulatory assessment methodologies developed under this Task shall display a transparent and replicable approach, reflecting procedures and approaches generally accepted in the field of environmental economics;
- All analyses prepared under this task shall be technically accurate, defensible, free of errors, and editorially correct;
- All materials resulting from this task shall respond to the appropriate issues identified by EPA in each ordering document, and include supporting rationale for conclusions;
- All regulatory impact analyses and information collection requests prepared under this Task shall, to the extent feasible, adhere to Agency and Office of Management and Budget (OMB) guidelines on conducting cost-benefit analyses;
- Quality assurance, quality control measures shall be employed to ensure that all data used under this Task are appropriate, accurate, and fully documented; and,
- All materials prepared under this Task shall be delivered according to EPA-specified delivery schedules, as defined in the ordering documents

c. Program Transformation, Evaluation, and Support

- All peer-review support activities and materials prepared under this Task shall reflect thorough background research, technical expertise in the targeted activity, and be designed to ensure impartiality;
- Peer reviewers identified under this task shall be recognized experts in their field and qualified to review the materials submitted for peer review;
- All materials and activities prepared under this Task shall respond to the appropriate issues identified by EPA, including supporting rationale;
- All meetings/conferences facilitated or planned under this task shall be organized in a way to achieve the objectives of the meeting in the shortest period of time and at the lowest cost;
- All training materials prepared under this task shall be clear, concise, complete, and strategically focused on meeting the objectives of the training in the shortest possible time;
- The contractor shall obtain an assessment/evaluation of, and comments on, the training materials and/or sessions through post-training evaluation forms;
- All Internet-based information (i.e., web pages) prepared under this Task shall be clear, concise, complete, and functional; and,

- All materials and services provided under this task shall be delivered according to EPA-specified schedules, as defined in the ordering documents

d. Risk Assessment and Risk Modeling

- All methodologies developed and applied under this Task shall be transparent and replicable, reflecting procedures and approaches generally accepted in the field of environmental risk modeling and assessment;
- Revisions to existing models shall be clearly and completely documented, including testing and version-control procedures;
- All data/methodologies used in this Task shall be clearly and fully documented, with all substantive assumptions and limitations clearly stated;
- All electronic models/methods prepared under this Task shall be fully documented, and include copies of code in both compiled and native (i.e., uncompiled) formats;
- All models/methods/documents prepared under this Task shall be technically accurate, defensible, free of errors (e.g., data entry, methodology), and editorially correct (e.g., free of typographic and grammatical errors);
- All material compiled under this Task shall respond to the appropriate issues identified by EPA, including supporting rationale;
- Quality assurance, quality control measures shall be employed to ensure that all data used under this Task are appropriate, accurate, and fully documented;
- All risk analyses and modeling under this Task shall, to the extent feasible, adhere to Agency, science advisory board, national academy of science, and Office of Management and Budget guidelines; and,
- All materials developed under this task shall be delivered according to EPA-specified delivery schedules, as defined in the ordering documents

e. Document Preparation

- All final deliverables and documents prepared under this Task shall be clear, concise, well organized, properly referenced, and complete;
- All final documents presented under this task shall be technically accurate, defensible, free of errors, and editorially correct (e.g., free of typographic and grammatical errors);
- All final documents presented under this task shall meet the criteria specified in the most current data quality, economic, and risk assessment guidelines, and for internet-based materials meet the latest design standards and metadata requirements;
- All written materials prepared for use by the public shall follow the “Plain

English” style of writing unless specifically stated otherwise in the task order;
and,

- All materials presented under this task shall be delivered according to EPA-specified delivery schedules.

NOTE:The bulleted lists of services throughout the PWS is not all inclusive, and is intended as a guide for the types of services required.

APPENDIX A

BACKGROUND AND GENERAL REQUIREMENTS

BACKGROUND

The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA) and the Hazardous and Solid Waste Amendments of 1984 (HSWA), requires EPA to oversee a program designed to ensure that the management of hazardous and non-hazardous solid waste does not pose a risk to human health and the environment. Within EPA, ORCR is involved in a variety of activities to support hazardous waste and non-hazardous waste regulatory and non-regulatory actions. Specific regulations for carrying out RCRA are set forth in the Code of Federal Regulations (40 CFR 256 to 268 and 270 to 272). Mixed Waste, containing both hazardous waste (as defined by RCRA and its amendments), and radioactive waste (as defined by the Atomic Energy Act of 1954 and its amendments), are jointly regulated by the Nuclear Regulatory Commission (NRC) or NRC's Agreement States and EPA or EPA's RCRA Authorized States. These statutes may also require special reports to Congress.

The 1984 Hazardous and Solid Waste Amendments (HSWA) to RCRA instructed the Agency to develop environmentally sound criteria for the disposal of solid waste. The HSWA amendments also emphasized the importance of recovering valuable resources from solid waste, such as energy and materials, and also promoted resource conservation and waste minimization. ORCR is committed to maintaining and refining the current regulatory structure designed to ensure protection of human health and the environment. However, the Office has become increasingly aware of the need to move more toward a broader materials-flow approach to waste generation and management. Market mechanisms, economic incentives, and voluntary actions together with expanded outreach, coordination, and communication are key elements of this new approach.

In addition, the Office remains concerned about cross-media, cross-program, and international issues, as well as a wide variety of other federal, state and local statutes which relate to waste management.

GENERAL REQUIREMENTS

The contractor shall provide innovative technical support designed to assess the impact of policy options, program determinations, voluntary programs, and regulatory actions regarding hazardous and non-hazardous wastes. Program evaluation and general support services shall also be provided.

This contract requires the availability of a diverse team of experts with technical expertise in a wide variety of fields, as discussed below. Sound science, data quality, and analytical transparency are critical elements in the development, documentation, and presentation of all projects and analyses. The contractor shall stress quality assurance/control and clarity in all aspects of this support contract. Finally, the contractor is expected to maintain a high level of professionalism at all times and continually guard against any potential conflicts-of-interest.

Under this contract, the contractor may be asked to provide recommendations and options to OSW/EPA on technical issues that are supported and documented by its underlying analysis. However, the Agency will always be responsible for making any interim or final decisions with regard to the implementation of these recommendations. The contractor shall not provide any recommendations related to policy or Agency procedure. All materials prepared under this contract will be reviewed, revised (as appropriate), and approved by Agency personnel. EPA shall retain ownership of all materials (e.g., databases, models, reports) prepared under this contract.

All deliverables under this contract shall be accompanied by a disclosure statement describing the deliverable and affirmatively stating that the information contained in the deliverable is of contractor's origin and should not be construed as Agency policy, position, or decision. All final reports (excluding memos) shall include a bibliography identifying data sources and publications referenced in the document. Copies of all bibliographic items, electronic models (and coding), etc. shall be provided to EPA upon request. All electronic files of any type submitted to the Agency shall be scanned for viruses prior to delivery to EPA. All HTML and web-based files and applications shall comply with the accessibility standards developed under Section 508 of the Americans with Disabilities Act (<http://www.section508.gov>).

When visiting government sites, or working with government personnel anywhere outside of contractor offices, contractor personnel shall be clearly identified. Telephone, FAX, or e-mail communications initiated by the contractor shall be clearly identified as such to ensure that they are not mistaken for Agency communications.

Attachment 2
Reports of Work (ROW)

REQUIRED REPORTS

A. Monthly Progress and Financial Report/Invoice Report/Deliverables Report

The contractor shall prepare a monthly progress and financial report. The report shall state briefly the progress made and the tasks accomplished, including percent completion of the work ordered, during the reporting period. Specific discussions shall include activities and costs associated with administration (e.g., time and travel for monthly/quarterly meetings) of the contract that are not directly billable to a work assignment, difficulties encountered during the reporting period and remedial action taken, and a statement of activities to be undertaken and any problems anticipated during the subsequent reporting period. The report shall also include any changes of the work assignment manager or professional staff concerned with the project. In addition, the report shall specify contract financial status as follows:

1. Cumulative costs and direct labor hours expended from the effective date of the contract through the last day of the current reporting period.
2. Actual costs and direct labor hours expended during the reporting period.
3. Estimated costs and direct labor hours to be expended during the next reporting period.
4. Actual costs and direct labor hours incurred for each work assignment issued and estimated of costs and labor hours required to complete each work assignment. The level of detail provided in this section must be sufficient to determine the number of hours charged by each individual person of the contractor's team to each work assignment. While this level of detail is not required on the invoice, invoices must be reconcilable on a monthly basis with the financial report on each work assignment that covers the exact same period.
5. A graph using a vertical axis for dollars and a horizontal axis for time increments that show the actual and projected rate of expenditures against the total cost of the task.

Exhibit 1 is a sample format for this report. The contractor's report may differ slightly from the sample; however, the report must contain the same level of detail as shown in the sample.

In addition, the report shall provide a complete cost breakdown for each reporting/invoice period. The level of detail specified on the attached sample is required for each individual work assignment and totaled on a cumulative summary sheet for that invoice. All costs associated with the administration of the contract must also be shown along with the methodology for calculating the administrative costs within the contract.

A table shall be included with the report showing all direct labor and consultant hours billed on the invoice. As a minimum, this table shall show: professional level (PL), individual's name, company affiliation, individual hours charge, and work assignment total hours charged.

Exhibit 2 is a sample format for this report. The contractor's report may differ slightly from the sample; however, the report must contain the same level of detail as shown in the sample.

In addition, the report shall provide a complete list and status of deliverables on a monthly basis. The report shall contain a cumulative list by work assignment of all deliverables requested by the government under this contract. Each deliverable shall be listed along with the work assignment number, the due date of the deliverable, the date the deliverable was delivered (completed), and a brief comment on the status of the deliverable. The report shall include a section which breaks out those deliverables which are due in the next reporting period.

DELIVERY INFORMATION

- a. Deliver one (1) copy to the Contracting Officer
Deliver two (2) copies to the Project Officer (see SECTION G for names and addresses)
- b. Deliver this report by the 20th calendar day following the close of the monthly period being reported
- c. This report shall be submitted in final form only

B. Report of Non-Monthly or "Pipeline" Invoices

The information stated on the routine monthly invoices shall be explained in the Monthly Progress and Financial Report(s) or the Monthly Invoice Cost Report(s) mentioned previously. Any additional invoice, however designated (i.e., "pipeline invoice"), shall be accompanied by its own explanatory report. This report shall provide a complete explanation for each amount claimed on the invoice. It shall explain the purpose of each charge and describe the work and/or deliverable with which it is connected. It shall also indicate the specific time period during which each charge was incurred and shall explain the relationship of each charge to those charges incurred during the same time period which appeared on the Monthly Invoice Cost Report.

DELIVERY INFORMATION

- a. Deliver one (1) copy to the Contracting Officer
Deliver two (1) copies to the Project Officer
- b. Deliver this report concurrently with the invoice which it explains
- c. This report shall be submitted in final form only

C. Work Plan

The contractor shall prepare and deliver work plans pursuant to the provisions of the SECTION B clause entitled "Work Assignment." Each work plan shall provide:

- 1. Detailed plan for completing the work assignment
- 2. Statement of the methodology to be used
- 3. Data sources to be used
- 4. Level and mix of work hours needed, with names of all proposed personnel

5. A complete schedule of work and outputs
6. A complete budget, including other costs anticipated for the work assignment
7. Other items as specified in the work assignment.

DELIVERY INFORMATION

- a. Deliver one (1) copy to the Contracting Officer
Deliver two (2) copies to the Project Officer (see SECTION G for names and addresses)
- b. Deliver work plans at the times specified in the SECTION B clause entitled “Work Assignments”
- c. Work plans shall be submitted in final form only.

D. Technical Reports

Technical reports shall be delivered in accordance with the technical requirement and delivery information set forth in individual work assignments. Additionally, all technical reports shall be accompanied by a technical report abstract as specified in this contract

EXHIBIT 1

MONTHLY PROGRESS REPORT
PERIOD OF

Date of Report: _____

Contractor: _____

EPA Work Assignment Manager:

Prepared By:

EPA Contract #:

EPA Work Assignment #:

- Part I. Activities Undertaken During the Month
a) Provide detailed summary of activities by task and include any out of town travel
- Part II. Deliverables Submitted During the Month
a) Include draft and final submissions listed by title and date submitted
- Part III. Difficulties Encountered and Remedial Actions Taken
a) Detailed summary of contractor/subcontractor difficulties and remedial actions taken by contractor or EPA

b) Identify activities being held up pending EPA approvals, comments, decisions, etc.; include dates as appropriate
- Part IV. Activities Anticipated During the Next Month
a) Detailed summary, including dates and titles of any deliverables to be completed

b) Provide an estimate of next month's hours
- Part V. Estimate Substantial Lagging Costs for the Reporting Period
a) Provide details on any discrepancies and substantial subcontractor lagging costs Give estimated of sub's total labor hours expended; can be based on telephone inquiry to the subcontractor/consultant

b) Identify prime and subcontractor substantial lagging direct cost expenditures, particularly travel costs
- Part VI. Changes in personnel, if any, assigned to Work Assignment
NOTE: the prime shall submit the same level of information for each subcontractor per work assignment and include it as backup to the prime's report
- Part VII. A summary of project QA/QC activities for the reporting period including:
a) QA/QC difficulties encountered and corrective actions taken
b) Modifications to procedures and/or configuration

EXHIBIT 1

MONTHLY PROGRESS REPORT
WORK ASSIGNMENT #
List of Total Labor Hours Charged
by Professional Level and Employee Name

P-Level	Employee	Name	Total LOE
T-Level	Total Labor Hours		Total Clerical

TOTAL PROFESSIONAL LABOR HOURS:

TOTAL LABOR HOURS:

TOTAL HOURS:

NOTE: Separate Itemization for Each Subcontractor/Consultant

EXHIBIT 2

INVOICE COST REPORT

PER WORK ASSIGNMENT (for Prime and Subs)

(Same level of detail is required for all subcontractors)

Contract #: _____ Invoice Date: _____ Invoice #: _____ Billing Period:

WORK ASSIGNMENT #:

TOTAL WORK ASSIGNMENT BUDGET \$: (from work plan)TOTAL WORK ASSIGNMENT HOURS: (from work plan)

I. DIRECT LABOR

	Amount Billed	Cumulative Amount Billed
PL-4 Labor \$		
PL-3 Labor \$		
PL-2 Labor \$		
PL-1 Labor \$		
Total PL \$		
Total Clerical Labor \$		
Fringe Benefits		
Labor Overhead		
Office Automation Rate		
II. OTHER DIRECT COSTS		
Local Travel		
Long Distance Travel		
Per Diem/Subsistence		
Total Travel		
Postage/Freight		
Computer		
Property/Equipment		
Telephone/Long Distance		
Photocopying		
Temporary Help		
Delivery		
Materials/Supplies		
Other Direct Expenses		
III. TOTAL OTHER DIRECT COSTS		
Consultants \$		
Subcontractors \$		
TOTAL DIRECT COSTS \$		
G&A (Prime)		
SUB G&A (All Subs)		
IV. TOTAL COSTS (no fee)		
V. TOTAL COSTS PLUS FEE		

Attachment 3
Invoice Preparation Instructions

INVOICE PREPARATION INSTRUCTIONS
SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.

(2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.

(3) **Contract/Delivery Order Number and Date** - insert the number and date of the Contract and delivery order, if applicable, under which reimbursement is claimed.

(4) **Requisition Number and Date** - leave blank.

(5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)

(6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

(7) **Discount Terms** - enter terms of discount, if applicable.

(8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space

(10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.

(11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

(12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

**INVOICE PREPARATION INSTRUCTIONS
SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.**
Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the Contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the Contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s)

claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the

date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

Attachment 4
Quality Management Plan (QMP)
Dated January 30, 2012

Attachment 5
Conflict of Interest (COI) Plan
Dated January 2012
Version 4

Attachment 6
Subcontracting Plan
Dated April 19, 2012

Attachment 7
Quality Assurance Surveillance Plan (QASP)

APPENDIX B

QUALITY ASSURANCE SURVEILLANCE PLAN

QUALITY ASSURANCE SURVEILLANCE PLAN

Technical Support Contract

**Economics and Risk Analysis Staff,
Office of Resource Conservation and Recovery,
U.S. EPA**

QUALITY ASSURANCE SURVEILLANCE PLAN

Introduction:

This Quality Assurance Surveillance Plan (QASP) outlines the procedure for surveillance of the contract/task order. This QASP has been developed in order to ensure an acceptable level of performance on critical contract elements. The QASP identifies critical performance elements, establishes performance indicators and standards, serves as the plan for surveillance, and lays out inspection methods and procedures to be used in monitoring performance. Additionally, the QASP shall identify thresholds for acceptable levels of performance.

Purpose:

The purpose of the QASP is to show in detail the government's plan for monitoring the performance of the contractor and to provide for quality assurance. The QASP has been developed to evaluate contractor actions while accomplishing the Performance Work Schedule (PWS).

Objective:

This QASP is to be used at the Work Assignment level by the Contracting Office/Ordering Office issuing the Work Assignment. The plan should be tailored to fit the individual requirements of each Work Assignment, while maintaining overall plan integrity and meeting the required standards. For each Work Assignment, the Work Assignment Manager (WAM) should define the procedures to be followed by the Government to ensure that required performance standards are met.

Responsibilities:

The contractor, not the government, is responsible for the management and quality control actions necessary to meet the terms and conditions of the Work Assignment. The role of the government is quality assurance to ensure that contract standards are achieved.

The government desires to maintain a consistent quality standard for based on the Performance Work Statement. Due to the nature of this contract, the government must monitor performance to ensure that services are rendered in an acceptable manner with minimal inefficiencies.

General Surveillance Approach:

The government Work Assignment Manager (WAM) and/or Project Officer will evaluate the services produced under each approved Work Plan in order to ensure compliance.

The WAM, Alternate WAM, or Project Officer will inspect all final deliverables required under each Work Assignment in order to ensure contractor compliance with the appropriate requirements, as established in the Performance Work Statement. The WAM will record results of each inspection of a final deliverable, noting the date and time of inspection. If the inspection indicates unacceptable performance, the WAM will inform the contractor task order manager of the deficiencies, and necessary correction(s). The contractor shall be given a reasonable amount of time after notification to correct the deficiencies.

Acceptable Performance Standard:

No less than 60% no return rate for all final deliverables for the Base Period (year 1); 70% for Option Period 1 (year 2); 80% for Option Period 2, 3, and 4 (years 3, 4, and 5). No return means documents shall be satisfactorily completed without the need for deficiency correction by the contractor.

Primary Contingencies:

- WAM provides clear written comments to the contractor on all draft documents,
- WAM comments are provided within the established time frame,
- No significant change in scope and/approach to the final deliverable is requested after WAM receipt of the draft deliverable.

The Government reserves the right to unilaterally modify the QASP.

Performance Requirement	Primary Performance/M Measurement Standard(s)	Acceptable Quality Level	Method of Surveillance (QA)	Maximum Award
1) Data and Information Collection, Analysis, and Management	<ul style="list-style-type: none"> • All methodologies used to collect data, including sources of data (published and electronic), shall be clear, transparent, concise yet complete; • All databases, data analyses, and deliverables prepared under this task shall be statistically accurate, defensible, free of errors (e.g., data entry, methodology), and editorially correct (e.g., free of typographic and grammatical errors); • All data collected, presented, and used in this task shall be clearly and completely documented; • All assumptions and limitations, and the bases for such assumptions shall be clearly stated; • All deliverables shall clearly demonstrate consistency within the scope and application of the method(s) identified in the methodology(ies); • All quality assurance and quality control measures shall adhere to the most recent Agency and OMB Quality Assurance guidelines, and, • All materials prepared under this Task shall be delivered according to EPA-specified delivery schedules. 	60% no return rate for all final deliverables for Base Period (year 1); 70% for Option Period 1 (year 2); 80% for Option Period 2, 3, and 4 (years 3, 4, and 5).	WAM and/or PO review of all final deliverables	<p>Eligibility for Option Period 3 (year 4) based on achieving Primary Performance/ Measurement Standards during Option Period 1 (year 2).</p> <p>Eligibility for Option Period 4 (year 5) based on achieving Primary Performance/ Measurement Standards during Option Period 2 (year 3).</p>

<p>2) Regulatory Assessment: Costs, Benefits, Economic, and Other Impacts</p>	<ul style="list-style-type: none"> • All regulatory assessment methodologies developed under this Task shall display a transparent and replicable approach, reflecting procedures and approaches generally accepted in the field of environmental economics; • All analyses prepared under this task shall be technically accurate, defensible, free of errors, and editorially correct; • All materials resulting from this task shall respond to the appropriate issues identified by EPA in each Work Assignment, and include supporting rationale for conclusions; • All regulatory impact analyses and information collection requests prepared under this Task shall, to the extent feasible, adhere to Agency and Office of Management and Budget (OMB) guidelines on conducting cost-benefit analyses; • Quality assurance, quality control measures shall be employed to ensure that all data used under this Task are appropriate, accurate, and fully documented; and, • All materials prepared under this Task shall be delivered according to EPA-specified delivery schedules. 	<p>60% no return rate for all final deliverables for Base Period (year 1); 70% for Option Period 1 (year 2); 80% for Option Period 2, 3, and 4 (years 3, 4, and 5).</p>	<p>WAM and/or PO review of all final deliverables.</p>	<p>Eligibility for Option Period 3 (year 4) based on achieving Primary Performance/ Measurement Standards during Option Period 1 (year 2).</p> <p>Eligibility for Option Period 4 (year 5) based on achieving Primary Performance/ Measurement Standards during Option Period 2 (year 3).</p>
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<p>3) Program Transformation, Evaluation, and Support.</p>	<ul style="list-style-type: none"> • All peer-review support activities and materials prepared under this Task shall reflect thorough background research, technical expertise in the targeted activity, and be designed to ensure impartiality; • Peer reviewers identified under this task shall be recognized experts in their field and qualified to review the materials submitted for peer review; • All materials and activities prepared under this Task shall respond to the appropriate issues identified by EPA, including supporting rationale; • All meetings/conferences facilitated or planned under this task shall be organized in a way to achieve the objectives of the meeting in the shortest period of time and at the lowest cost; • All training materials prepared under this task shall be clear, concise, complete, and strategically focused on meeting the objectives of the training in the shortest possible time; • The contractor shall obtain an assessment/evaluation of, and comments on, the training materials and/or sessions through post-training evaluation forms; • All Internet-based information (i.e., web pages) prepared under this Task shall be clear, concise, complete, and functional; and, • All materials and services provided under this task shall be delivered according to EPA-specified schedules. 	<p>60% no return rate for all final deliverables for Base Period (year 1); 70% for Option Period 1 (year 2); 80% for Option Period 2, 3, and 4 (years 3, 4, and 5).</p>	<p>WAM and/or PO review of all final deliverables.</p>	<p>Eligibility for Option Period 3 (year 4) based on achieving Primary Performance/ Measurement Standards during Option Period 1 (year 2).</p> <p>Eligibility for Option Period 4 (year 5) based on achieving Primary Performance/ Measurement Standards during Option Period 2 (year 3).</p>
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<p>4) Hazard, Exposure, and Risk Assessment Support</p>	<ul style="list-style-type: none"> • All methodologies developed and applied under this Task shall be transparent and replicable, reflecting procedures and approaches generally accepted in the field of environmental risk modeling and assessment; • Revisions to existing models shall be clearly and completely documented, including testing and version-control procedures; • All data/methodologies used in this Task shall be clearly and fully documented, with all substantive assumptions and limitations clearly stated; • All electronic models/methods prepared under this Task shall be fully documented, and include copies of code in both compiled and native (i.e., uncompiled) formats; • All models/methods/documents prepared under this Task shall be technically accurate, defensible, free of errors (e.g., data entry, methodology), and editorially correct (e.g., free of typographic and grammatical errors); • All material compiled under this Task shall respond to the appropriate issues identified by EPA, including supporting rationale; • Quality assurance, quality control measures shall be employed to ensure that all data used under this Task are appropriate, accurate, and fully documented; • All risk analyses and modeling under this Task shall, to the extent feasible, adhere to Agency, science advisory 	<p>60% no return rate for all final deliverables for Base Period (year 1); 70% for Option Period 1 (year 2); 80% for Option Period 2, 3, and 4 (years 3, 4, and 5).</p>	<p>WAM and/or PO review of all final deliverables</p>	<p>Eligibility for Option Period 3 (year 4) based on achieving Primary Performance/ Measurement Standards during Option Period 1 (year 2).</p> <p>Eligibility for Option Period 4 (year 5) based on achieving Primary Performance/ Measurement Standards during Option Period 2 (year 3).</p>
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	<ul style="list-style-type: none"> board, national academy of science, and Office of Management and Budget guidelines; and, All materials developed under this task shall be delivered according to EPA-specified delivery schedules. 			
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5) Document Preparation	<ul style="list-style-type: none"> All final deliverables and documents prepared under this Task shall be clear, concise, well organized, properly referenced, and complete; All final documents presented under this task shall be technically accurate, defensible, free of errors, and editorially correct (e.g., free of typographic and grammatical errors); All final documents presented under this task shall meet the criteria specified in the most current data quality, economic, and risk assessment guidelines, and for internet-based materials meet the latest design standards and metadata requirements; All written materials prepared for use by the public shall follow the "Plain English" style of writing unless specifically stated otherwise in the task order; and, All materials presented under this task shall be delivered according to EPA-specified delivery schedules. 	60% no return rate for all final deliverables for Base Period (year 1); 70% for Option Period 1 (year 2); 80% for Option Period 2, 3, and 4 (years 3, 4, and 5).	WAM and/or PO review of all final deliverables	<p>Eligibility for Option Period 3 (year 4) based on achieving Primary Performance/ Measurement Standards during Option Period 1 (year 2).</p> <p>Eligibility for Option Period 4 (year 5) based on achieving Primary Performance/ Measurement Standards during Option Period 2 (year 3).</p>
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